No. 83-105

In The

SUPREME COURT OF THE UNITED STATES

October Term 1983

ARTHUR M. WAGMAN,

Petitioner

v

DEBRA F. J. LEE,

Respondent

PETITION FOR A WRIT OF CERTIORARI TO THE DISTRICT OF COLUMBIA COURT OF APPEALS

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QUESTIONS PRESENTED

1. Was it error to deny petitioner's motion for directed verdict on the count, "Breach of Fiduciary Duty" where the claim of respondent was that petitioner, who, as seller's counsel, accepted and held, as escrow agent, the deposit respondent paid when the purchaser, her roommate, solely signed the contract to purchase realty and to which she was not a party, but that when a lender required a co-borrower for new financing, she had joined in a subsequent contract from which she withdrew on breaking off with the purchaser, because petitioner credited the deposit to purchaser at settlement without declaring first a forfeiture against respondent?

2. Was it error to instruct the jury and for the Appellate Court to affirm that compensatory and punitive damages could be assessed against petitioner, a lawyer for the seller, for breaching his fiduciary duty as escrow agent to respondent, not a party to the original contract on which she had advanced the deposit for purchaser, by crediting purchaser with that deposit at settlement after respondent had left purchaser and withdrawn from a subsequent contract on which she was listed as a co-purchaser solely to obtain new financing?

3. Was it error for the trial court and appellate court to deny petitioner's claim that the trial court lacked jurisdiction because he, a member of the Bars of the District and Maryland, resided in Maryland and maintained there his only office in which all dealings pertaining to the transaction giving rise to the alleged breach of fiduciary duty, were conducted, that he, as escrow agent in Maryland, was given the deposit money, banked it and, at settlement, credited it to the purchaser; and that the tortious injury, if any, to respondent occurred in Maryland, where petitioner was served with process under the "long arm" statute of the District of Columbia?

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PETITION FOR WRIT OF CERTIORARI TO THE DISTRICT OF COLUMBIA COURT OF APPEALS

Arthur M. Wagman respectfully prays that a writ of certiorari issue to review the opinion and judgment of the District of Columbia Court of Appeals entered on February 23, 1983.

OPINION BELOW

The District of Columbia Court of Appeals affirmed the jury verdict in the lower court. Its opinion appears in the Appendix hereto at A-1.

JURISDICTION

On April 21, 1983, the Court of Appeals entered a judgment denying petitioner's Motion for Rehearing en Banc. It appears in the Appendix hereto.

CONSTITUTIONAL PROVISION INVOLVED

United States Constitution, Amendment XIV:

> SECTION 1. All persons born or naturalized in the United States, and subject to the jurisdiction thereof, are citizens of the United States and of the State wherein they reside. No State shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States; nor shall any State deprive any person of life, liberty, or property, without due process of law; nor deny to any person within its jurisdiction the equal proptection of the laws.

STATEMENT OF THE CASE

A. INTRODUCTION:

This Court should review the decision of the Court of Appeals for three compelling reasons.

THE COURT OF APPEALS REACHED AN ILLOGICAL RESULT: It confused the role of petitioner as the seller's lawyer and as escrow agent. It confused the first contract to which respondent was not a party with a third contract which she joined as co-borrower for the sole purpose of obtaining new financing. Erroneously, it found respondent had entrusted her funds to petitioner, and made other factual errors.

THE COURT OF APPEALS HAS CREATED A CONFLICT IN THE LAW: In reaching its illogical conclusion, it made her the depositor on the third contract because she had advanced the deposit to the purchaser on the first contract, held the escrow agent responsible to her, and equated his conduct for crediting the original contract purchaser with the deposit after

respondent had withdrawn from the third contract.

THE COURT OF APPEALS INCORRECTLY HELD PETITIONER'S OBJECTION TO JURISDICTION WAS WITHOUT MERIT: This finding was a footnote to the opinion.

B. THE FACTS.

On March 19, 1975, petitioner, a member of the District of Columbia and Marylan Bars, acting for a client, entered into a contract for the sale of her house in the District of Columbia to David A. Brooks with whom respondent, Debra F. J. Lee, was then living. Lee gave her check on a Virginia bank for $3000 as the deposit. Settlement was deferred because possession could not be given, the tenant not having vacated. Possession was given in May 1975 at which time Brooks asked for settlement to be deferred because he was unemployed.

From the beginning of their occupancy Brooks and Lee were behind in their rental payments, the sole source of funds to pay the monthly notes.

In August 1976, Brooks gave his check for $1,000, the additional payment due under the original contract, and entered into another contract with the seller for the purpose of obtaining a new loan. The loan was approved but only with a co-borrower. On September 1, 1976, Lee joined in this third contract and the loan application, and the loan was granted. Nothing was added to the deposit.

Shortly thereafter, Lee ended her relationship with Brooks, moved out of the house, and withdrew from the contract and the loan application, all without notice to petitioner or his client. Brooks obtained another co-borrower and settlement washeld in February 1977 at which time

the origianl deposit of $4000 was credited to the purchase price.

No forfeiture was declared against Lee when she refused to honor the third contract.

All negotiations and dealings between the parties were conducted in the office of petitioner in Maryland. All funds were received, banked, and disbursed, and the settlement was held in Maryland.

C. THE TRIAL

Prior to trial, Lee's first count for specific performance was dismissed because petitioner did not own the property. At the conclusion of her case, two counts, Breach of Contract and Interference with her contractual relationship with Brooks, were dismissed on motion, and the last count, Breach of Fiduciary Duty, was allowed to stand.

At one point in the trial, the Court stated Lee was not a party to the first contract. Therefore, Brooks was the sole depositor.

Lee testified all negociations and most dealings were between Brooks and petitioner, that she had left Brooks and the house, had withdrawn her loan application without notice to petitioner or his client and refused to go to settlement.

The Court's findings were inconsistent. It held Lee was not a depositor under the first contract. Later, it said Thigpen, the substituted co-ourchaser, had no claim to the deposit. Then, it told the jury that Lee was the depositor and entitled to recover compensatory and punitive damages because neither there had been neither settlement nor forfeiture

had been taken place under the first or the third contracts.

This faulty reasoning led the Court to deny the motion for directed verdict as to the last count, and to instruct the jury it could award punitive damages.

D. THE COURT OF APPEALS' OPINION

The appellate opinion was replete with errors of fact. It stated contrary to the record that petitioner had provided legal services to Brooks in the past; that the settlement was delayed because an additional $1000 payment was required; that petitioner presented to Brooks a second real estate contract which purported to sell the house to Brooks without knowledge of Lee and was never executed; that the default in loan payments was not the fault of Lee; and concluded by saying "Appellee gave to appellant $4,000 to purchase a home for

her, entrusting to him money to be used for a specific purpose." To support this conclusion, it cited HAMBY v ST. PAUL MERCURY INDEMNITY CO., 217 F2d at 78.

Nothing in the record supports that conclusion. Nothing in the record says that petitioner furthered his self interest with that deposit. His testimony was that he believed Brooks to be the depositor under the March 1975 contract and the record reflects Brooks received the benefit of that deposit at settlement.

The lack of forfeiture did not make petitioner's conduct so reprehensible as to justify punitive damages. At the worst, it was inadvertent or negligent if Lee became a depositor by signing the third contract. As escrow agent, he was a stake holder, not an agent entrusted by Lee to purchase a home for her.

REASONS FOR GRANTING THE WRIT:

A. THE COURT ERRONEOUSLY INSTRUCTED THE JURY ON THE FACTS, CONTRADICTING ITSELF.

The Court stated emphatically that Lee was not a party to the March 1975 contract. (TR 292,L21-TR 293,L10). Then, the jury was instructed that Lee was the depositor and that since neither settlement nor forfeiture occurred under the first contract or the third contract, petitioner had breached his fiduciary duty to her as her escrow agent. (2TR2,L5-2TR7L17)

But the Court below and the Appellate Court did not clarify how and when Lee became the depositor.

Settlement did take place with the original purchaser and depositor, Brooks. Since Lee was not a party to the first contract, she was not a depositor thereon. Since she had joined in the third contract only for the purpose of financing and at

that time paid no money, that did not make her a depositor anymore than Thigpen was a depositor on the fourth contract.

FERGUSON v CASPER, 359 A2d 17 (D.C.1976)

B. THE ALLOWANCE OF PUNITIVE DAMAGES WAS BASED NOT ON EVIDENCE OF MISCONDUCT AS AN ESCROW AGENT, BUT BECAUSE PETITIONER IS A LAWYER.

If a forfeiture had been declared, Lee would not have been entitled to recover, according to the trial court. This was affirmed by the Appellate Court. If Lee became a depositor when she signed the third contract, did she still remain a depositor when she refused to honor that contract? Apparently, she did in the eyes of both courts since neither has addressed itself to that question.

The escrow agreement sequence was established in FERGUSON v CASPER, 359 A2d 17 (D.C. 1976) which said:

> "A valid escrow agreement is a triangular arrangement. First, there must be a contract between the seller and the buyer agreeing to the conditions of a deposit. Then there must be a delivery of the items on deposit to the escrow agent and he must agree to perform the function of receiving and dispersing the items. The agreement by the buyer and the seller to all the terms of the escrow instructions and the acceptance by the escrow agent of the position of depositary create the escrow."

This triangular arrangement came into existence in the first contract. The purpose for which the money was deposited with petitioner, that of conveying the real property to Brooks and whomever he designated, was done

Moreover, the principals to the escrow are the parties who sign the contract establishing the escrow.

NATIONAL BANK OF WASHINGTON v EQUITY INVESTORS, 81 Wash 2d 886, 506 P2d 20 (1973)

Petitioner's belief that Brooks was the only depositor, as a result of which

he received the benefit of the deposit, does not give rise to such reckless, wanton or malicious conduct justifyin punitive damages. Petitioner did not consider Lee his client or the depositor, nor did he appropriate that deposit for himself.

Both Courts ignored the testimony that Lee had breached the third contract without notice and that petitioner had tried for over two months to resolve the situation with no cooperation from Lee. (TR 411,L1-TR413,L1)

The Appellate Court likened the acts of petitioner as escrow agent to that of the brokers in HAMBY v ST. PAUL MERCURY INDEMNITY CO., 217 F2d at 78, and BROWN v COATES, 102 US App D.C. 304, who, in each case, appropriated their clients' funds. None of the facts justifies such a comparison.

C. JURISDICTION BASED ON THE "LONG ARM" STATUTE MUST BE IN ACCORD WITH THE TERMS OF THE STATUTE.

Title 13-423(a) sets forth the conditions under which service in a foreign jurisdiction may be obtained. Strict compliance is required. In order for a court properly to assert personal jurisdiction over a nonresident defendant, service of process on the nonresident must be both authorized by statute and within the limits set by the due process clause of the United States Constitution

LOTT v BURNING TREE CLUB, INC., 516 F.Supp 913 (D.D.C.1980)

TITLE 13-423(a) and 424, DISTRICT OF COLUMBIA CODE

Lee suffered no injury in the District of Columbia. The escrow relationship was created in Maryland. The breach, if any, of fiduciary duty occurred in Maryland.

Any money that Lee might have lost by any act of petitioner was lost in Maryland.
GATEWOOD v FIAT, 617 F2d 820 (D.C.Cir. 1980)

Even if the contacts of petitioner as member of the District of Columbia Bar but without an office there, are sufficient for jurisdiction, the injury must still occur in the District. No jurisdiction lies where both the tort and the injury occur outside the District.
MEYERS v SMITH, 460 F Supp 621 (DDC 1978)

CONCLUSION

The issues presented in this petition are fundemental and require clarification. A deliberate breach of trust by a lawyer is a most serious ethical violation. To be charged with breach of fiduciary duty is a taint that can destroy a career. No argument was heard by the Appellate Court.

Petitioner is entitled to be heard.

Respectfully submitted,

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DISTRICT OF COLUMBIA COURT OF APPEALS

No. 81-768

ARTHUR M. WAGMAN, APPELLANT,

v.

DEBRA F.J. LEE, APPELLEE.

Appeal from the Superior Court
of the District of Columbia

(Hon. William C. Gardner, Trial Judge)

(Submitted December 1, 1982 Decided February 23, 1983)

Alan B. Moldawer was on the brief for appellant.

John W. Karr was on the brief for appellee.

Before KELLY and TERRY, *Associate Judges*, and GALLAGHER, *Associate Judge, Retired.*

GALLAGHER, *Associate Judge, Retired*: A jury awarded appellee $4,000 compensatory and $15,000 punitive damages for appellant's breach of fiduciary duty. Appellant argues that as escrow agent his legal relationship with depositor/appellee is contractual, not fiduciary; alternatively, he contends that his conduct was insufficiently egregious to justify imposition of punitive damages. We affirm.[1]

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[1] Appellant's objections to jurisdiction, service of process and failure to join an indispensable party are without merit

In late 1974, appellant, an attorney, suggested to appellee and her roommate, David Brooks, the possibility of purchasing a home. Appellant had provided legal services to Brooks in the past and was owner/manager of the building in which Brooks and appellee together rented an apartment. Appellant indicated various tax advantages of home ownership and added that one of his clients, Ora Lee Shipp, owned a house at 1225 Decatur Street, N.W., which she desired to sell. Appellant had represented Shipp for many years and explained that her current financial position made likely a sale at a "distressed" price. Brooks and appellee expressed interest.

Appellant evicted tenants living in the house and prepared a contract of sale. The contract established a selling price of $36,000 and permitted the purchaser to assume two outstanding notes secured by first and second deeds of trust. The agreement further required the purchaser to pay $3,000 cash at the time of conveyance and $1,000 within thirty days and provided for full settlement at appellant's office 20 days later. Appellee had drawn a cashier's check for $3,000 to appellant's order, and on March 19, 1975, met with appellant and Brooks. At appellant's office, appellee examined the contract and noticed the absence of her name. She withheld delivery of the $3,000 until appellant wrote on the bottom of the form, "to be conveyed in the name of David A. Brooks and Debra F.J. Lee." Appellant accepted, endorsed and deposited the check into his escrow account in Maryland National Bank. Thereafter, appellee and Brooks moved into the house, and for the following year and a half, undertook substantial renovations.

Settlement of the contract did not occur within thirty days. Responding to appellee's inquiries as to the reason for delay, appellant stated that payment of the additional $1,000 required by the contract was a condition of

settlement. Appellee gave to Brooks $1,000 to bring to appellant, which he did on August 13, 1976. Appellant later confirmed receipt in a telephone conversation with appellee. Still, however, there was no settlement, for at this point, a series of three subsequent contracts complicated the situation.

On the day Brooks conveyed the additional $1,000 to appellant, appellant presented to him a second real estate contract which purported to sell the house solely to Brooks without knowledge of appellee. Signed by Shipp, the agreement provided a selling price of $49,500 and required a down payment of $12,500. This contract was never executed, nor did appellee learn of its existence until trial.

Two weeks later, appellant summoned Brooks and appellee to his office, and on September 1, 1976, provided to them another proposed contract. This agreement retained Brooks and appellee as purchasers but increased the original selling price from $36,000 to $49,500 and the down payment from $4,000 to $9,500. The contract also required financing at current interest rates. Appellee questioned these changes, but appellant said they were necessary because the realty company would no longer permit assumption of the outstanding notes due to recent default in payments, through no fault of appellee. Appellee signed the contract but later refused to complete the residential loan application necessary to obtain additional financing. At trial she testified, "I didn't want any part to do with getting myself into . . . deeper waters financially, and I also questioned about the rightness of this contract."[2]

[2] Appellee explained her concerns as follows: "Well, my understanding from Mr. Wagman [appellant] was that the sales price was still going to remain $36,000, and that this

In early 1977, a fourth contract, orally executed, finally sold the house, but not to appellee. After she refused to procure a loan, Brooks, following appellant's advice, obtained another co-purchaser, Donald Thigpen. Brooks and Thigpen, without appellee, settled the contract on February 28, 1977. They used appellee's $4,000 as part of the down payment, without which, according to appellant, "there was not enough money to go through with the transaction."

Appellee sued appellant for breach of fiduciary duty.[3] Appellant testified that he had acted as escrow agent for buyer and seller, and received $3,000 on March 19, 1975, and $1,000 in August 1976. He stated that neither an "official" nor "unofficial" forfeiture of these funds occurred; rather, the $4,000 "was applied and given credit to Mr. Brooks in the 1977 sale." At the close of evidence, the trial court ruled that appellant had breached his fiduciary duty as escrow agent in misapplying the $4,000, but left the jury to determine the specific amount of this sum that appellee had given to appellant. The court also instructed the jury that it could award punitive damages.[4]

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second contract wasn't really a contract, it was just a piece of paper that was going to [be] submitted to the bank. And that also worried me . . . [b]ecause it was—it was just not as truthful as it could be."

[3] Appellee dropped one count for specific performance of the contract before trial; the trial court directed a verdict for appellant on two other counts of breach of contract to purchase and interference with appellee's contractual relationship with Brooks.

[4] The court stated:

> In addition to damages compensating Ms. Lee for defendant's breach of fiduciary duty as escrow agent, you may but are not required to allow plaintiff punitive damages if you find that the act of defendant of disburs-

Appellant argues first that the contractual relationship between escrow agent and depositor does not permit an award of punitive damages as a remedy for breach. We disagree. Appellee's claim sounded not in contract but in tort based upon the special relationship between escrow agent and depositor. Although punitive damages generally are not recoverable for breach of contract, *e.g.*, *Brown v. Coates*, 102 U.S. App. D.C. 300, 303, 253 F.2d 36, 39 (1958); 5A CORBIN, CONTRACTS § 1077 (1964); Sullivan, *Punitive Damages in the Law of Contract: The Reality and the Illusion of Legal Change*, 61 MINN. L. REV. 207 (1977) [hereinafter cited as *Sullivan*], this rule is inapplicable if there exists an independent fiduciary relationship between the parties. *Brown v. Coates*, *supra*, 102 U.S. App. D.C. at 304-05, 253 F.2d at 40-41 (real estate broker has fiduciary relationship independent of

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ing the $4,000 deposit or part thereof in breach of his fiduciary duty as an escrow agent was willful, wanton or in reckless disregard of plaintiff's rights. Punitive damages are awarded to punish willful and outrageous conduct and thus to deter others from the commission of like acts. An act is wanton and reckless when it is done in such a manner and under such circumstances as to show intentional wrongdoing and a conscious disregard of the result upon the rights of others that may flow from the doing of the act. However, punitive damages may not be awarded for negligence, even gross negligence. Punitive damages may not be awarded where an act though willful in itself is committed in the honest assertion of a supposed right or discharge of duty, or without any evil or bad intention.

* * *

If you find that defendant breached his fiduciary duty but that his conduct lacked any elements of intentional wrongdoing or conscious disregard of plaintiff's rights, you may not award punitive damages.

Agent/principal contract); *PGS Co. v. Merrill Lynch, Pierce, Fenner & Smith, Inc.*, 417 F.2d 659, 663 (9th Cir. 1969) (punitive damages may be awarded for breach of fiduciary duty independent of breach of contract cause of action), *cert. denied*, 397 U.S. 918 (1970); *Rova Farms Resort, Inc. v. Investors Ins. Co. of America*, 65 N.J. 474, 504, 323 A.2d 495, 511 (1974) (insurer's wrongful failure to settle breaches both contractual and fiduciary obligations); CALAMARI & PERILLO, CONTRACTS § 14-3 (1976) (punitive damages awarded where breach of contract also involves violation of fiduciary duty); *Sullivan, supra* at 226 (breach of duty created by fiduciary relationship rather than contract permits recovery of punitive damages). The question is whether an escrow/depositor relationship, regardless of contractual underpinnings, fits within this special fiduciary category. We hold that it does.

An escrow agent occupies a unique position in the "triangular" relationship between purchaser and seller:

> [T]he escrow holder is the dual agent of both parties until the performance of the conditions of the escrow agreement, whereupon he becomes the agent of each of the parties to the transaction in respect to those things placed in escrow to which each party has thus become entitled. Thus, when the conditions specified in the escrow agreement have been fully performed, the title to the premises passes to the purchaser and title to the purchase money passes to the seller. Thereupon, the escrow holder becomes the agent of the purchaser as to the deed and of the seller as to the money.

Ferguson v. Caspar, 359 A.2d 17, 20, 22 (D.C. 1976) (footnote omitted). Absent forfeiture or settlement, an

escrow agent has no right to surrender the deposit. *See Cohn, Inc. v. Trawick*, 60 A.2d 926, 927 (D.C. 1948). Recognizing these significant obligations, courts and commentators have described the escrow/depositor relationship as fiduciary: "Certainly there can be no question as to the existence of the fiduciary capacity in a case where the agent has been entrusted with money to be used for a specific purpose." *Hamby v. St. Paul Mercury Indemnity Co.*, 217 F.2d 78, 80 (4th Cir. 1954). *See Red Lobster Inns v. Lawyers Title Ins. Corp.*, 492 F. Supp. 933 941 (E.D. Ark. 1980) ("Where a person acts as escrow agent for parties to a land sale, he becomes agent of both buyer and seller and this agency creates a fiduciary relationship"), *rev'd in part on other grounds*, 656 F.2d 381 (8th Cir. 1981); *National Bank of Washington v. Equity Investors*, 81 Wash.2d 886. 910, 506 P.2d 20, 35 (1973) (en banc) (escrow agent occupies fiduciary relationship to all parties to the escrow); *Brean v. North Campbell Professional Building*, 26 Ariz. App. 381, 384, 548 P.2d 1193. 1196 (1976) (escrow agent has fiduciary relationship of trust and confidence with parties to escrow and must conduct transaction with scrupulous honesty, skill and diligence); *cf.* Comment, *The Improper Use of Tax and Insurance Escrow Payments by Mortgagees*, 25 CATH. U.L. REV. 102, 118 (1975) ("the special deposit for a specific purpose has both debt and trust character").

Appellee gave to appellant $4,000 to purchase a home for her, entrusting to him money to be used for a specific purpose. *Hamby v. St. Paul Mercury Indemnity Co., supra*, 217 F.2d at 78. Notwithstanding any contractual obligations,[5] appellant, as escrow agent, owed to appellee

[5] Even if a contract did exist between appellee and appellant, *see supra*, n. 3, our conclusion would not differ. As the

the duties of a fiduciary. Moreover, the trial court's finding of breach of fiduciary duty is also plainly correct. Although appellee signed the contract of sale, settlement did not occur, nor did forfeiture. Appellant had no right to apply appellee's deposit to the 1977 purchase for the benefit of Brooks and Thigpen. *See Cohn, Inc. v. Trawick*, *supra*, 60 A.2d at 926.

Appellant secondly contends that his conduct did not warrant a jury finding of punitive damages. Punitive damages may be awarded "where the act of the defendant is accompanied with fraud, ill will, recklessness, wantonness, oppressiveness, willful disregard of the plaintiff's rights, or other circumstances tending to aggravate the injury." *Remeikis v. Boss & Phelps, Inc.*, 419 A.2d 986, 992 (D.C. 1980), *quoting Franklin Investment Co. v. Homburg*, 252 A.2d 95, 98 (D.C. 1969). *See Bay General Industries, Inc. v. Johnson*, 418 A.2d 1050, 1058 (D.C. 1980). The trial court carefully instructed the jury as to this standard. *See supra*, n.4). On this record, a jury could properly find that appellant, an attorney, willfully disregarded appellee's rights in using her deposit to purchase for another a home in which she had lived and had substantially improved in expectation of ownership. The Circuit Court of Appeals' admonition to a real estate

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Circuit Court of Appeals said in *Brown v. Coates*, *supra*, 102 U.S. App. D.C. at 303, 253 F.2d at 39:

> We believe the better view to be that in certain, narrowly defined circumstances, where a breach of contract merges with, and assumes the character of, a wilful tort, calculated rather than inadvertent, flagrant, and in disregard of obligations of trust punitive damages may be assessed. In this view we are by no means alone. That punitive damages have a proper place in a civil case as a punishment of, and as a deterrent to, various forms of wrongful behavior has long been recognized by the federal courts including this court. [Footnotes omitted].

broker applies equally to an escrow agent, and *a fortiori* to an attorney:

> [O]nce it has been shown that one trained and experienced holds himself out to the public as worthy to be trusted for hire to perform services for others, and those so invited do place their trust and confidence, and that trust is intentionally and consciously disregarded . . . community protection, as well as that of the victim, warrants the imposition of punitive damages.

Brown v. Coates, *supra*, 102 U.S. App. D.C. at 304, 253 F.2d at 40.

Affirmed.

DISTRICT OF COLUMBIA COURT OF APPEALS

No. 81-768

Arthur M. Wagman,

Appellant

v

Debra F. J. Lee,

Appellee

O R D E R

On consideration of Appellant's Petition for Rehearing or Rehearing en Banc, ORDERED by the Merits Division that Appellant's Petition for Rehearing is denied.

Per Curiam

Entered April 22, 1983